

STATE OF MISSOURI
OFFICE OF ADMINISTRATION
FACILITY SPECIFICATIONS

AND

PROPOSAL FORM

for the

Richmond Hill Facility

Cole County

Jefferson City, Missouri

RFP No. 02602411

This document constitutes a Request for Proposal (RFP) including prices from qualified individuals and organizations to lease 3,730 net rentable square feet of office space located in Jefferson City, Missouri.

A pre-bid conference regarding this bid will be held on July 28, 2011, at 10:30 a.m. at the office, Harry S. Truman Building, Conference Room 840, Jefferson City, Missouri. Attendance at this conference is highly recommended for those who wish to submit a bid.

Bidders should bring a copy of the RFP as this will be used as the agenda.

Bidders are strongly encouraged to advise the Division of Facilities Management, Design and Construction at least **five** days prior to a scheduled bid opening or conference of any special accommodations needed for disabled persons who will be attending the opening or conference so accommodations can be made.

All questions regarding this Request for Proposal must be directed to:
Matt Peters, Coordinator
Division of Facilities Management, Design and Construction, Real Estate Services Section
Telephone # (573) 526-6773
Facsimile # (573) 526-4138
Email: Matt.Peters@oa.mo.gov

All Proposals must be received no later than 1:30 p.m. on August 17, 2011.

INDEX

BID PACKAGE FOR THE STATE OF MISSOURI

ATTACHMENTS

- A. Summary of Critical Information
- B. General Information
- C. Contractual Information
- D. Definitions
- E. Submission Information
- F. Proposal Form
- G. Offeror Information
- H. Offeror References
- I. State Owned Facility Diagram
- J. Sample State Lease

ATTACHMENT A

SUMMARY OF CRITICAL INFORMATION

1. Location: 630 W. Main Street, Jefferson City, Missouri
2. Square Footage Available: 3,730
3. Bid Opening Date: August 17, 2011
4. Target Date for Occupancy: October 1, 2011
5. Term of Lease: 3 years (one-year, with 2 one-year renewals)
6. On Street Parking Only
7. Restrooms Available Male 1 Female 1 Unisex 2
8. Hours of Operation: Monday – Friday, 7:00 a.m. to 6:00 p.m.
9. Services not included: Electric, Gas, Sewer, Water, and Alarm System
10. Services included: Snow Removal

ATTACHMENT B

B-1. GENERAL INFORMATION

1.1 Introduction:

1.1.1 This document constitutes a request for competitive, sealed proposals for leasing a Richmond Hill, state-owned facility set forth herein referred to as the premises or state facility.

1.2 Tour of Facility:

1.2.1 A tour of the premises or state facility will be held on July 28, 2011, following the pre-bid meeting. The purpose of the tour is to allow potential offerors an opportunity to inspect the facility prior to submitting a proposal. **POTENTIAL OFFERORS SHALL NOT BE PERMITTED TO SCHEDULE A TOUR AT A DIFFERENT TIME OR DATE.** A record of those potential offerors attending the tour will be maintained for verification purposes.

1.2.2 All questions regarding the Request for Proposal and/or the competitive procurement process **must** be directed to Matt Peters of the Division of Facilities Management, Design and Construction at (573) 526-6773.

1.3 Background Information:

1.3.1 Currently, the premises or state facility is vacant and was previously used as a day care facility.

1.3.2 The premises or state facility is located at 630 West Main Street, Jefferson City, Missouri and is owned and managed by the Division of Facilities Management, Design and Construction (DFMDC).

a. The available area is located on the 1st and 2nd floors, and is comprised of approximately 3,730 net rentable square feet. There is also an additional 1,042 sq. ft. available in the lower level for storage.

1.3.3 Although an attempt has been made to provide accurate and up-to-date information, the State of Missouri does not warrant or represent the information provided herein reflects all conditions related to this Request for Proposal.

ATTACHMENT C

C-1. **CONTRACTUAL REQUIREMENTS**

1.1 **General Requirements:**

- 1.1.1 The Bidder/Lessee shall lease office space from the Division of Facilities Management Design and Construction (DFMDC) (hereinafter referred to as the Lessor), at the Richmond Hill Facility (hereinafter referred to as premises or state facility).
- 1.1.2 The Bidder/Lessee shall lease approximately 3,730 net rentable square feet from the Lessor. A diagram of the space is included as Attachment I.
 - a. The Bidder/Lessee shall not utilize the premises or state facility (or any other area located on the premises or state facility), for any reason/purpose other than for the purpose specified herein and stated in the proposal form.
 - b. The Bidder/Lessee's use of the premises or state facility must be in compliance with CSR 35-1.050 and all applicable federal and local laws, regulations and ordinances.
 - 1) No alcohol shall be brought upon or used in or upon the premises or state facility.
 - 2) Hazardous materials shall not be brought upon or stored in the premises or state facility.
 - 3) No firearms or weapons shall be carried onto the premises or state facility by the Bidder/Lessee, Bidder/Lessee's personnel, Bidder/Lessee's clients, etc.
- 1.1.3. The Bidder/Lessee must designate a person who shall serve as a representative of the Bidder/Lessee (hereinafter referred to as the "Bidder/Lessee contact person").
 - a. Such person must have the express authority to speak on behalf of the Bidder/Lessee and make decisions on behalf of the Bidder/Lessee.
 - b. Prior to occupying the premises or state facility, the Bidder/Lessee shall provide the Lessor with the name, address, and telephone number for the Bidder/Lessee contact person.

C-2. The premises or state facility is offered to the Bidder/Lessee in "as is" condition; any repairs, improvements, or modifications shall be made at the sole expense of the Bidder/Lessee per the conditions referenced in C-2.5.

- 2.2.1 The Bidder/Lessee shall be held responsible for any breakage, damage, and/or loss of the Lessor's fixtures through negligence and/or other inappropriate actions of the Bidder/Lessee or the Bidder/Lessee's personnel while working on the premises or state facility.

C-2.3 **Personnel Requirements:**

- 2.3.1 The Bidder/Lessee and the Bidder/Lessee's personnel shall adhere to the following:

- a. The Bidder/Lessee's personnel shall refrain from using profanity and/or acting in a disruptive manner.
- b. The Bidder/Lessee's personnel shall not loiter in the premises or state facility.
- c. The Bidder/Lessee and Bidder/Lessee's personnel shall not use tobacco in any form on the premises or state facility.
- d. The Bidder/Lessee and Bidder/Lessee's personnel shall abstain from the use of alcohol, or drugs, or being under the influence of alcohol or drugs, while within the premises or state facility.
- e. The Bidder/Lessee and Bidder/Lessee's personnel shall not have possession of and/or any alcoholic beverages in the premises or state facility.

C-2.4. Security Requirements:

- 2.4.1. The Bidder/Lessee shall be issued keys required to gain access to the premises or state facility. The Bidder/Lessee must take care of and not lose any such keys. In addition, the Bidder/Lessee shall not duplicate any of the keys issued to the Bidder/Lessee. If evidence of duplication is ascertained beyond reasonable doubt, the state agency shall have the right to immediately replace the locks and all keys and to charge the Bidder/Lessee for such replacement.
 - a. In the event the Bidder/Lessee or a person assigned by the Bidder/Lessee to perform services loses a key(s), the Bidder/Lessee must notify the Lessor within one (1) working day from the date the loss is discovered. The Bidder/Lessee shall pay the Lessor for the actual costs incurred for the replacement of all locks and keys, including keys held by the Lessor.
 - b. At the expiration/termination/cancellation of the contract, the Bidder/Lessee must surrender all the keys issued to the Bidder/Lessee by the state agency. In the event that all keys are not returned, the Bidder/Lessee shall pay the Lessor for the actual costs incurred for the replacement of all locks and keys, including keys held by the Lessor tenants.

C-2.5 Additional Requirements:

- 2.5.1 The Bidder/Lessee shall be responsible for any additional improvements to the premises or state facility.
- 2.5.2 The Bidder/Lessee shall have the right to make alterations and improvements, attach fixtures and erect additions, structures or signs in or upon the premises or state facility area upon prior written approval by the Lessor and at the sole expense of the Bidder/Lessee. All work must be coordinated through the Bidder/Lessee using the Lessor's approved contractors. Such fixtures, additions, or structures shall be forfeited to the Lessor unless removed by the Bidder/Lessee in a manner which restores the Lessor's property to its original condition.
- 2.5.3 The Bidder/Lessee shall assume all cost of loss due to temporary suspension of operation regardless of cause. Such suspension may be due to, but not limited to, the following: Mechanical failures of equipment and appliances, power failures, weather conditions, or operations that may be temporarily suspended by the Lessor when it is deemed to be in the best interest of the Lessor to do so.
- 2.5.4 The Bidder/Lessee shall coordinate deliveries to minimize disruption to the premises or state facility.

- 2.5.5 The Bidder/Lessee's personnel shall refrain from any/all solicitation on the premises or state facility
- 2.5.6 The Bidder/Lessee shall be responsible for the coordination and payment of all services to include electric, gas, sewer, water, trash, security and janitorial.

C-2.6 Lessor Provisions

- 2.6.1 The Lessor will provide the following at no cost to the Bidder/Lessee:
 - a. Street parking is available for the Bidder/Lessee's personnel and deliveries;
 - b. Removal of snow and ice from the premises or state facility sidewalks;
 - c. General lawn care for the premises or state facility;
 - d. Maintenance of the heating and cooling systems for the premises or state facility;
 - e. Roof repair, capital improvements for the premises or state facility are at the Lessor's sole discretion.

C-2.7 Invoicing and Payment Requirements:

- 2.7.1 The Bidder/Lessee shall submit lease payments in accordance with requirements stated herein and the applicable firm, fixed price stated on the pricing page of this document.
- 2.7.2 Lease payments must be made to: Office of Administration, Division of Facilities Management, Design and Construction, Real Estate Services, P. O. Box 809, 301 West High Street, Room 730, Jefferson City, Missouri, 65102, by the 1st of the month.
- 2.7.3 The Lessor agency shall make no payments or reimbursements to the Bidder/Lessee for any reason whatsoever.

C-2.8 Other Contractual Requirements:

- 2.8.1 Contract – A binding contract shall consist of: (1) the RFP, amendments thereto, and any Best and Final Offer (BAFO) request(s) with RFP changes/additions, (2) the Bidder/Lessee proposal including any Bidder/Lessee BAFO response(s), (3) clarification of the proposal, if any, and (4) the Lessor's acceptance of the proposal by "Notice of Award". All Exhibits and Attachments included in the RFP shall be incorporated into the contract by reference.
 - a. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the Bidder/Lessee and the Lessor prior to the effective date of such modification. The Bidder/Lessee expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.
- 2.8.2 Contract Period – The original contract period shall be as stated on Attachment A of the Request for Proposal (RFP).
- 2.8.3 Renewal Periods – If the option for renewal is exercised by the Lessor, the Bidder/Lessee shall agree that the prices for the renewal period shall not be less than the minimum price for the applicable renewal period stated on the Proposal Form (Attachment F).

- a. If renewal prices are not provided, then prices during renewal periods shall be the same as during the original contract period.
 - b. In addition, the Bidder/Lessee shall understand and agree that renewal period price specified in the contract is not automatic.
- 2.8.4 Termination – The Lessor reserves the right to terminate the contract at any time, for the convenience of the Lessor, without penalty or recourse, by giving written notice to the Bidder/Lessee at least sixty (60) calendar days prior to the effective date of such termination.
- 2.8.5 Transition -
- a. Upon award expiration, termination, or cancellation of the contract, the Bidder/Lessee shall work with the Lessor and any other organizations designated by the Lessor to ensure an orderly transition of responsibilities under the contract or to another tenant designated by the Lessor.
- 2.8.6 Lessee Liability – The Bidder/Lessee shall be responsible for any and all personal injury (including death) or property damage as a result of the Bidder/Lessee’s negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the Bidder/Lessee assumes the obligation to save the State of Missouri, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act.
- a. The Bidder/Lessee also agrees to hold the State of Missouri, including its agencies, employees, and assignees, harmless for any negligent act or omission committed by the Bidder/Lessee or other person employed by or under the supervision of the Bidder/Lessee.
- 2.8.7 Insurance - The Bidder/Lessee shall understand and agree that the Lessor cannot save and hold harmless and/or indemnify the Bidder/Lessee or employees against any liability incurred or arising as a result of any activity of the Bidder/Lessee or any activity of the Bidder/Lessee’s employees. Therefore, the Bidder/Lessee shall maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the Lessor, its agencies, its employees, its clients, and the general public against any loss, damage, and/or expense related to his/her performance under the contract.
- a. The insurance coverage shall include, but shall not necessarily be limited to, general liability that covers the Bidders/Lessee’s use and occupancy of the premises or state facility.
 - b. The limits of liability for all types of coverage shall not be less than \$2,000,000 for all claims arising out of a single incident or occurrence and \$300,000 for any one person in a single incident or occurrence.
 - c. The Bidder/Lessee shall provide written evidence of the insurance to the Lessor. Such evidence shall include, but shall not necessarily be limited to: effective dates of coverage, limits of liability, insurer’s name, policy number, endorsement by representatives of the insurance company, etc. Evidence of self-insurance coverage or of another alternate risk financing mechanism may be utilized provided that such coverage is verifiable and irrevocably reliable. The evidence of insurance coverage must be submitted before or upon Notice of Award.
 - d. In the event the insurance coverage is canceled, the Lessor must be notified immediately.

STATE OF MISSOURI FACILITY SPECIFICATIONS AND DEFINITIONS

ATTACHMENT D

DEFINITIONS

The terms and parties designated in the Specifications and Proposal Forms shall be defined as follows:

- D-1. BIDDER/LESSEE: The individual, firm or group of firms who submit a proposal for leasing the premises from the state as described in the Request for Proposal (RFP) and attachments.
- D-2. LESSOR/DIVISION OF FACILITIES MANAGEMENT, DESIGN AND CONSTRUCTION (DFMDC): The State of Missouri, DFMDC, shall serve as the state's exclusive representative in all real estate leasing transactions except as otherwise noted by statute or Code of State Regulations. No individual, organization or agency other than the DFMDC has authority to obligate the state in any form; verbal, written or otherwise. Any questions regarding the bid process, specifications, Lease or authority must be directed to the DFMDC Leasing Coordinator identified on the cover page of the RFP.
- D-3. MUST/SHALL/WILL/REQUIRED: Mandatory provisions; failure to comply will result in rejection of the proposal. Proposals that do not or cannot comply with these provisions will be judged non-responsive and eliminated from consideration.
- D-4. SHOULD/MAY: A strong expectation that the specified provision will be performed without a mandatory obligation to provide the requirement.
- D-5. PREMISES/STATE FACILITY: All land, buildings and equipment included as a part of the property leased to the state.
- D-6. PRICING/LEASING INCOME: The annual rent amount to be paid by the Lessee/Bidder for use of the premises.
- D-7. EXTENSION PERIOD(S): A period of time following the expiration of the stated term of the Lease that allows the Bidder/Lessee, to continue occupancy for a specified period under the same terms and conditions specified in the original Lease, at the sole option of the Lessor.
- D-8. NOTICE OF AWARD: Written notification issued by DFMDC notifying Bidder/Lessee that the state will enter into a contractual arrangement upon compliance with the terms and conditions of the RFP.
- D-9. NOTICE TO PROCEED: A written notification issued by DFMDC notifying Bidder/Lessee of approval to proceed with renovation/construction in accordance with the RFP and approved drawings.
- D-10. RENEWAL PERIODS: One year periods following the original contract period.

ATTACHMENT E

PROPOSAL SUBMISSION INFORMATION

E-1. Submission of Proposals:

- 1.1.1 When submitting a proposal, the Bidder/Lessee should include two (2) additional copies along with their original proposal. The front cover of the original proposal should be labeled “original” and the front cover of all copies should be labeled “copy”.
- 1.1.2 Questions Regarding the RFP – Except as may be otherwise stated herein, the Bidder/Lessee and the Bidder/Lessee’s agents must direct all of their questions or comments regarding the RFP, the solicitation process, the evaluation, etc. to the contact of record indicated on the first page of this RFP.
 - a. The contact may be notified via e-mail or phone as shown on the first page, or via facsimile to (573) 526-4138. Only those questions which necessitate a change to the RFP will be addressed via an amendment to the RFP. Written records of the questions and answers will not be maintained. Bidder/Lessee is advised that any questions received less than ten calendar days prior to the RFP opening date may not be addressed.

E-2. Competitive Negotiation of Proposals: – The Bidder/Lessee is advised that under the provisions of this Request for Proposal, the Lessor reserves the right to conduct negotiations of the proposals received or to award a contract without negotiations. If such negotiations are conducted, the following conditions shall apply:

- 2.1.1 Negotiations may be conducted in person, in writing, or by telephone.
- 2.1.2 Negotiations will only be conducted with potentially acceptable proposals. Lessor reserves the right to limit negotiations to those proposals which received the highest rankings during the initial evaluation phase. All Bidders/Lessees involved in the negotiation process will be invited to submit a best and final offer.

E-3. Evaluation and Award Process:

- 3.1.1 After determining that a proposal satisfies the mandatory requirements stated in the Request for Proposal. The Lessor shall use both objective and subjective judgment in conducting a comparative assessment of the proposal in accordance with the evaluation criteria stated below:
 - a. 75% cost and 25% subjective judgment. Subjective judgment shall be based on bidder’s information and references. The Lessor reserves the right to reject any and all bids.

ATTACHMENT F

PROPOSAL FORM

RFP No. 02602411

Richmond Hill
Cole County
Jefferson City, Missouri

Bid Opening Date: August 17, 2011

This Proposal Form must be completed, sealed and received by the Division of Facilities Management, Design and Construction no later than 1:30 p.m. on the specified date. All proposals must be mailed or hand carried to:

Division of Facilities Management, Design and Construction
Real Estate Services
P. O. Box 809
301 West High Street, Room 730
Jefferson City, Missouri 65102

Submitted by: _____

Phone Number: () _____ Owner/Agent
Facsimile Number: () _____

Address: _____

F-1. The undersigned, having examined and being familiar with the conditions of the facility including applicable requirements, affecting the premises and with all sections and attachments of this specification package issued by the Division of Facilities Management, Design and Construction, hereby certifies that, with the exception of any appended variances, proposes to lease the indicated premises for a firm, fixed price per year.

PRICING

F-2 The Bidder/Lessee shall provide a firm, fixed lease payment price in the table below for the original contract period and a minimum lease payment each potential renewal period for leasing the premises in accordance with the provisions and requirements of this RFP.

LEASING INCOME

Original Contract Period

\$ _____ annual

First Renewal Period

\$ _____ annual

Second Renewal Period

\$ _____ annual

Signature: _____

Date: _____

Attachment G

BIDDER/LESSEE INFORMATION

- G-1. The Bidder/Lessee should provide the following information about the Bidder/Lessee's organization:
- a. Provide a brief company history, including the founding date and number of years in business as currently constituted.
 - b. Describe the nature of the Bidder/Lessee's business, type of services performed, etc. Identify the Bidder/Lessee's website address, if any.

Attachment H

Bidder/Lessee References

The Bidder/Lessee should copy and complete this form for each reference being submitted as demonstration of the Bidder's/Lessee's current/prior lease contracts. In addition, the Bidder/Lessee is advised that if the contact person listed for the reference is unable to be reached during the evaluation, the listed experience may not be considered.

Bidder/Lessee Name _____

Reference Information (Current/Prior Services Performed For)

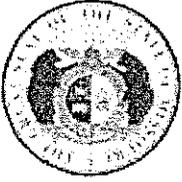
Contact Person:	
Company:	
Street Address:	
City, State, Zip:	
Phone #:	
E-mail Address:	
Dates of Lease:	

As the contact person for the reference provided above, my signature below verifies that the information presented on this form is accurate. I am available for contact by the Lessor for additional discussions regarding my/my company's association with the Bidder/Lessee referenced above:

Signature of Reference Contact Person

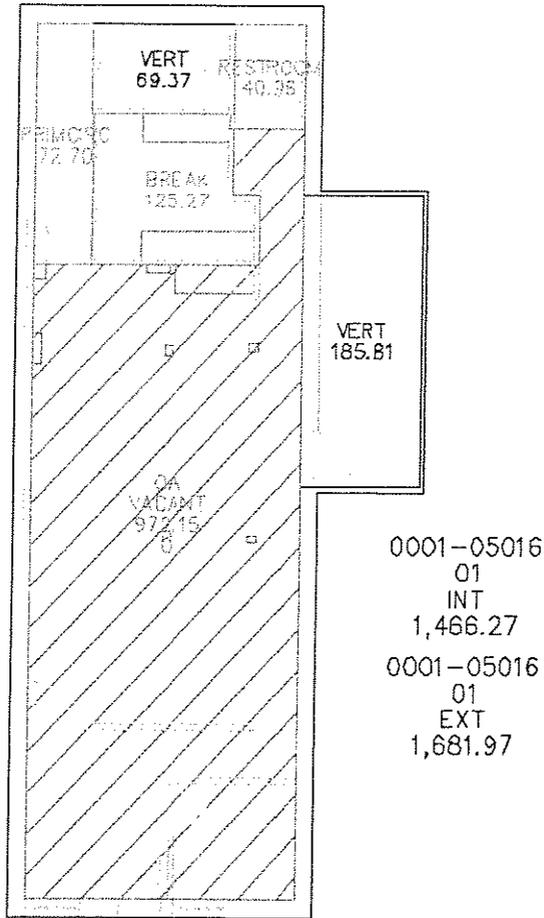
Date of Signature

STATE OF MISSOURI FACILITY SPECIFICATIONS AND DEFINITIONS
ATTACHMENT I



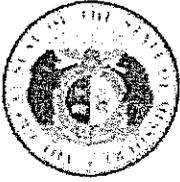
Groups for Building:0001-05016 - Floor:
Page 1
04/01/2011

Discovery Place/Richmond Hill - Jefferson City - First Floor



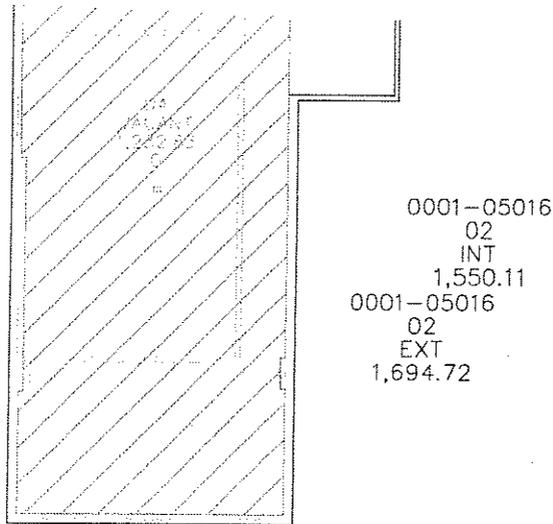
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Records for Department: OA - Office of Administration					
	OA - VACANT		972.15	1,607.93	0
			972.15	1,607.93	0
			972.15	1,607.93	0

STATE OF MISSOURI FACILITY SPECIFICATIONS AND DEFINITIONS
ATTACHMENT I



Groups for Building:0001-05016 - Floor:
Page 2
04/01/2011

Discovery Place/Richmond Hill



Highlight Pattern - Ac	Division Name	Group Number	Total Area	Chargeable Area	FTE
Records for Department: OA - Office of Administration					
	OA - VACANT		1,282.83	2,121.77	0
			1,282.83	2,121.77	0
			1,282.83	2,121.77	0
			2,254.98	3,729.70	0

STATE OF MISSOURI
LEASE OF STATE OWNED
REAL PROPERTY
NON-STATE ENTITIES

THIS LEASE, No. 02602411, made and entered into this day of , **Error! Bookmark not defined.**, by and between the State of Missouri, by the Office of Administration, Division of Facilities Management, Design and Construction, hereinafter called the Lessor, and , hereinafter called the Lessee (State of Missouri Customer Number).

WITNESSETH: That the Lessor, in consideration of the covenants of said Lease hereinafter set forth, does by these presents Lease to said Lessee, under the terms and conditions set forth, the premises described as follows:

630 West Main Street (Cole County), Missouri 65101, hereinafter called the "premises", consisting of 3,730 net rentable square feet.

1. **TERM OF LEASE**

The initial period of said Lease shall commence and end .

2. **RENTS**

The annual rent shall be in the amount of **DOLLARS AND CENTS (\$)**, payable monthly in arrears in the amount of **DOLLARS AND CENTS (\$)**, with a prorated rate for any partial month. Rental payments shall be payable to the *Office of Administration, Division of Facilities Management, Design and Construction, Real Estate Services, P. O. Box 809, 301 West High Street, Room 730, Jefferson City, Missouri 65102* by the 15th of the following month.

3. **RENEWAL TERMS**

- (a) The Lessor grants to the Lessee the option to renew said Lease for two two-month periods following the initial period at the same rental rate.
- (b) In the event the Lessee remains in possession of the premises after the expiration date of said Lease without extending the Lease or without executing a new Lease, the Lessee shall be deemed to be occupying the premises as a Lessee from month-to-month, with the parties therefore subject to existing provisions of law and all of the conditions of said Lease insofar as they are applicable to a month-to-month tenancy, except that the Lessor agrees to accept the said rental rate on a monthly basis until the premises are vacated by the Lessee or until the parties enter into a new agreement, whichever is sooner.

4. **SERVICES**

- (a) The Lessee agrees to provide and pay for the utilities of heat, air conditioning, water, sewer, gas and electricity, pest control, trash removal, and the alarm system.
- (b) The Lessee agrees to provide and pay for janitorial and housekeeping services, equipment and supplies, including paper products.
- (c) The Lessor shall permit the Lessee to install communication systems necessary for the conduct of the Lessee's business and said systems shall remain the property of the Lessee. Upon termination of this Lease, any data/telecommunications wiring enclosed within the walls or ceiling shall become property of Lessor, unless removed by Lessee.
- (d) The Lessor agrees to direct and pay for removal of snow and ice from the sidewalks and parking area and to provide and pay for general lawn care.

- (e) The Lessee agrees to provide and pay for effective and safe pest control (insect and rodent).
- (f) The Lessor shall provide the Lessee keys for the building.

5. USE OF PREMISES

- (a) The Lessee agrees to use the premises for office space, for the purpose of providing an office or for any other mutually agreed to services.
- (b) The Lessee shall not have the right to assign its rights under said Lease, in whole or in part, to any other entity without the written consent of the Lessor.
- (c) The Lessee, its agents and employees must use the premises consistent with all applicable State, federal and local laws, regulations and ordinances. No alcohol may be brought upon or used in or upon the premises. Hazardous materials may not be brought upon or stored upon the premises. No firearms or weapons shall be carried on the premises by the Lessee, its agents, employees or clients.

6. ALTERATIONS AND IMPROVEMENTS

The Lessee shall have the right to make alterations and improvements, attach fixtures and erect additions, structures or signs in or upon the premises upon prior written approval by Lessor. Such fixtures, additions or structures shall be forfeited to the Lessor unless removed by the Lessee in a manner which restores the Lessor's property to its original condition.

7. PREMISE MAINTENANCE

The Lessor shall maintain the premises in good repair and tenantable condition, including buildings, equipment, HVAC filters, fixtures and any other property furnished by the Lessor to the Lessee under said Lease. The Lessor will make a good faith effort to provide maintenance services consistent with the program needs of the Lessee. In the event of a conflict, the Lessor agrees to meet and confer to discuss methods to resolve service issues. For the purpose of so maintaining the premises and property, the Lessor may enter and inspect the premises and make any necessary repairs.

8. DAMAGE OF PREMISES

The Lessee agrees to pay for any damage to the premises caused by the acts of Lessee or its employees, agents or clients, ordinary wear and tear excepted.

9. PROPERTY OF LESSEE

Lessee agrees that all property owned by it, in, on or about the premises shall be at the sole risk and hazard of the Lessee. Lessor shall not be liable or responsible for any loss or damage to Lessee, or anyone claiming under or through Lessee.

10. INDEMNIFICATION

The Lessee shall indemnify and hold the Lessor harmless from all liabilities, charges, expenses (including counsel fees) and costs arising on account of or by reason of any injuries, liabilities, claims, suits or losses resulting from the Lessee's use of the premises.

11. NOTICES

Any notice by Lessee concerning said Lease shall be deemed sufficient if sent by certified mail, return receipt requested, to:

Division of Facilities Management, Design and Construction
Real Estate Services
P. O. Box 809
301 West High Street, Room 730
Jefferson City, Missouri 65102

Any notice by Lessor concerning said Lease shall be deemed sufficient if sent by the Facilities Operations Manager, Real Estate Services, Division of Facilities Management, Design and Construction, by certified mail, return receipt requested, to the mailing address provided and updated by Lessee.

12. **INSURANCE**

The Lessee shall be responsible for any and all personal injury (including death) or property damage occurring as a result of Lessee's actions or inactions, including any negligence on the part of Lessee, in connection with Lessee's use and occupancy of the leased premises. The Lessee shall maintain at all times during the term of this Lease and any extensions thereof general liability insurance that covers Lessee's use and occupancy of the leased premises in the amount of two million dollars for all claims arising out of a single incident or occurrence and three hundred thousand dollars for any one person in a single incident or occurrence. Lessee shall provide the Lessor proof of such insurance required by this section at the beginning of each lease year.

13. **BINDING AND ENTIRE AGREEMENT**

The covenants and agreements contained in said Lease shall be binding upon and shall inure to the benefit of the parties of said Lease, their respective successors, administrators, executors and assigns.

IN WITNESS WHEREOF, we have hereunto affixed our signatures.

LESSOR:

LESSEE:

Office of Administration

By: _____
Lisa A. Cavender, Facilities Operations Manager
Real Estate Services

By: _____

Date: _____

Date: _____